

SPECIAL LEASE AREA STIPULATIONS

Tule Lake Lease Areas:
Sump 2, Sump 3, and Area J

18. (a) Lands covered by this lease are located within a National Wildlife Refuge and are subject to regulations of the Fish and Wildlife Service as set forth in 50 CFR for management of National Wildlife Refuges.

(b) Tule Lake Sumps 2 and 3 are reserve sumps of the Klamath Project. The reserve sumps, and the agricultural leases situated therein, are subject to inundation for flood control purposes during periods of high runoff. The Reclamation Area Manager will determine when the reserve sumps are to be utilized for flood control purposes and the decision shall be final. The United States shall not be liable for any injuries to persons or damage to crops, equipment, or improvements resulting from actions of the United States requiring utilization of these sumps for flood control purposes.

(c) Livestock grazing is not permitted except as provided by Article 15(j).

(d) Irrigation Water: The lessee is responsible for the water service charges of Tulelake Irrigation District (except during years with approved summer flood-fallowing). These charges will be collected by the District. If the lessee does not pay all water charges plus penalties by June 1 of each year, this lease shall be subject to termination under Article 9.(d) of this contract.

Lessees irrigating after November 1 of each year shall obtain authorization from the Fish and Wildlife Service prior to the irrigation of any portion of the leased premises. A one (1) year lease extension is available as provided in Article 4.

(e) All machinery, farm equipment, litter, and harvested crops must be removed from the leased premises by December 1 each year, other than the last year of the lease. For the last year of the lease, removal must be complete by October 31, unless written authorization is granted by the Area Manager. Any storage of pipe or parking of equipment outside of the lease lot will be limited to pre-approved, concise locations; pipe must be stacked in a neat manner.

If these items are not removed from the leased premises by the above dates, the lessee will be held responsible for all costs of removal incurred by the United States. The lessee will be barred from future leasing until all costs so incurred are paid by the lessee.

(f) The following agricultural practices must be strictly observed on lands covered by this lease:

(1) The lessee shall comply with all federal, state, and local laws, rules and regulations, and Department of the Interior policies governing the burning of crop residues and disposal of all pollutants and waste substances. **Any burning of crop residue will be at the expense of the lessee. Lessees must seek the service of a qualified prescribed fire contractor to complete any burning of crop residue and written authorization by the Fish and Wildlife Service.**

(2) Row crops may not be grown on more than _____ acres of the leased premises. The lessee will be required to plow under any crop in excess of this acreage. The only row crops which may be grown are potatoes and onions, any other row crop requires approval by the Area Manager.

(3) Only certified potato seed may be planted.

(4) All seed planted must meet the seed certification standards of California regarding restricted and prohibited noxious weeds. Treatment for seed borne disease is optional.

(5) Outlet valves on subsurface drains must be opened after each irrigation is complete (for location of subsurface drains, contact the Bureau of Reclamation or Tulelake Irrigation District).

(6) Weeds, within each lease lot, both common and noxious, shall be controlled by the lessee at the

lessee's expense in a manner satisfactory to the Area Manager.

(7) Surface drainage water shall not be discharged into drains in a manner which will result in excessive silting of the drains.

(8) Water levels in drains are not maintained for pumping irrigation water and any pumping from the drain by the lessee is at the lessee's own risk.

(9) Carcass of domestic animals shall be removed from Refuge within 48 hours of death or knowledge of death.

(10) Irrigation water from the N-16-b canal is not available to Lot 401 within Area J, although lessee may pump water from the 100 Drain.

(g) Commercial access through the Lava Beds National Monument (Monument) is prohibited. Vehicle use within the Monument is limited to designated routes only. Use of unauthorized routes and off road vehicle use are subject to citation by Monument personnel.

(h) A hunter parking area is located in the southeast corner of Lot 23, Sump 3. The dimensions of this parking area are approximately 200 feet wide by 200 feet long. The parking area is not within the boundary of the leased premises.

(i) Nematode Controls:

(1) All equipment coming into and leaving the Tule Lake lease lands must be thoroughly washed. Washing facilities are provided at the following locations: Sump 2--Q-Canal headworks (along Hill Road) and near the English Channel Bridge; Sump 3--entry points at Pump R, County Line Road, Pump 5, and N-15a Canal headworks; Area J--at Pump B.

(2) The following lease lots are known to be infested with barley root-knot nematode, Meloidogyne nassi: All lots in Sump 2; Lots 5, 41, 43, 44, 45 and 48 in Sump 3; and all lots in Area J. Crop rotation must be followed on the above leased premises which will avoid the production of host crops. Host crops include wheat and barley and must not be planted on any portion of the lot for more than two (2) consecutive years. The requirement for planting a nonhost rotational crop, row crops or nematicidal oat cultivars, for suppression of barley root knot nematode in susceptible small grain crops may be waived if the following condition is met on an annual basis:

The absence of barley root knot nematode in barley or wheat is documented by an annual comprehensive soil testing program, OR crop scouting to identify infested fields using a field bioassay technique.

(1) *Soil Testing*. - Soil samples will be collected by a third party designated by the Reclamation lease land manager and Refuge IPM specialist. The third party will collect a composite soil sample from each quadrant of a lease land lot within 1 month following harvest. A composite sample will consist of a minimum of 100 core samples collected to a depth of 1-foot using a standard soil probe. Each core will be collected randomly from throughout the quadrant. Composite soil samples are to be thoroughly mixed from which 1 pint of soil will be submitted to a laboratory designated by Reclamation and the Refuge for analysis. Excess soil will be saved for future testing if deemed necessary by Reclamation and the Refuge. A report for each soil sample will be submitted to Reclamation and the Refuge verifying presence or absence of barley root knot nematode.

(2) *Field Bioassay*. - Lease land lot will be scouted annually for field symptoms of barley root knot nematode by a third party designated by the Reclamation lease land manager and the Refuge IPM specialist. The third party will be trained in field identification of barley root knot nematode and associated crop symptoms. The third party will thoroughly scout each lot using standard scouting techniques up to three weeks prior to harvest. Soil and root samples will be collected from sites where crop growth and development indicate the presence of barley root knot nematode and inspected for root galls typically associated with root knot nematodes. A report for each lease land lot will be submitted to Reclamation and the Refuge verifying the presence or absence of barley root knot nematode.

(3) Tare soil from potato sheds shall not be returned to any lease land administered by the Bureau of Reclamation. Tare soil from sheds handling potatoes grown on the lease premises must be disposed of in

accordance with County and State regulations.

(j) Alfalfa leases:

(1) With prior approval of the Area Manager, the lessee may have the alfalfa portion of the lease grazed to aid in the control of rodents. The grazing is restricted to only sheep and only during the period of November 1 through January 15. This provision applies specifically to the alfalfa leases.

(2) Trailing sheep outside lease lot is prohibited, unless written authorization is granted by Area Manager.

(3) Flushing bars are required on all hay cutting equipment when used prior to July 15, or as specified by Area Manager.

(k) To the extent any provision of this article conflicts with any other provision of this lease, this article takes precedence.

Lessee's Initials